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Title Number SL220798

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L E A S E is made the 1<sup>st</sup> day of July Eight day of 1904 One

B E T W E E N THE HONOURABLE PHAEDRIG LUCIUS AMBROSE O'BRIEN Care of Lloyds Bank Limited Cox's and King's Branch 6 Pall Mall in the City of Westminster (hereinafter called "the Lessor") of the one part and THE HONOURABLE GRISELDA ETHELDREDA CLODACH O'BRIEN of 44 Chester Row Eaton Square in the said City of Westminster Spinster and THE HONOURABLE FINOLA HELGA LARITIA MONICA ETHELBURGA O'BRIEN Care of Lloyds Bank Limited 16 St. James' Street in the said City of Westminster Spinster (hereinafter called "the Lessees") of the other part

W H E R E A S :-

- (1) The Lessor is the estate owner in respect of the fee simple of the lands coloured green on the plan annexed hereto and is also entitled under the Conveyance particulars whereof are contained in the first part of the Schedule hereto as successor in title of the Vendors in the said Conveyance named to the benefit of the exception and reservation contained in Part I of the First Schedule to the said Conveyance a copy of which exception and reservation is contained in the Second part of the Schedule hereto
- (2) The Lessees are the estate owners in respect of the fee simple of the lands coloured purple on the said plan annexed hereto
- (3) The Lessor has agreed to grant to the Lessees such Lease as is herein-after contained

N O W THIS DEED W I T N E S S E T H as follows :-

1. IN consideration of the rent and covenants hereinafter reserved and contained and on the part of the Lessees to be paid observed and performed The Lessor hereby demises unto the Lessees FULL POWER AND AUTHORITY to and for the Lessees to take and use all the water coming to the point marked K upon the said plan annexed hereto from the Reservoir marked R upon Plot Number 277 on the said plan for supplying water to the properties known as Hanway Lodge and Hanway Cottage situate upon the land coloured purple on the said plan annexed hereto in as full and ample a manner as heretofore AND ALSO the free uninterrupted flow and passage at all times of water from the said reservoir through the weir pipes and tanks now used for conveying the same along the line shown by the Red colour on the said plan and any weir pipes and tanks which may from time to time be substituted for the same and also liberty from time to time with workmen and others to enter upon the said lands coloured green and edged pink on the said Plan for the purposes of inspecting





renewing repairing and cleaning the said reservoir weir pipes and tanks giving to the lessor his successors in title and his and their tenants reasonable notice previous to such entry and doing thereby no unnecessary damage to the Surface of the said lands or the timber trees underwood or crops thereon and making full compensation for all damage done or occasioned to the surface of such lands or the timber trees underwood or crops thereon by the exercise of such liberties as aforesaid EXCEPT AND RESERVING to the lessor and his successors in title owners or occupiers for the time being of the said land coloured green on the said plan their respective lessees tenants and servants a supply of water from the said Reservoir through the said weir pipes and tanks or some of them to the lands and buildings known as Hope Cottage and Batchcott Common Farm respectively shown on the said plan and to the two cottages marked "Cottages" on Plot Numbered 20 on the said Plan and to premises known as "Woodcroft" on Plot Number 46 and two cottages on the plots Numbered 17 and 47 on the said Plan and to any building or buildings which may hereafter be erected by the Lessor or his successors in title upon land adjoining or next to the said premises known as "Woodcroft" aforesaid and also EXCEPT AND RESERVING to the owner or owners or occupiers for the time being of the neighbouring Moor Park Estate his or their lessees tenants and servants a supply of water from the said Reservoir through the said weir pipes and tanks or some of them to the said Moor Park Estate to which they are entitled under the Lease particulars whereof are set out in Part I of the Schedule hereto TO HOLD the powers authorities liberties and premises hereby demised except and reserving as aforesaid for the term of NINETY YEARS from the Fifth day of January One thousand nine hundred and fortyseven unto the Lessees upon and subject to the trusts hereinafter referred to YIELDING AND PAYING therefor yearly during the term hereby granted to the Lessor the yearly rent of Ten shillings such rent to be paid without any deduction except for Landlords property tax on the Fifth day of January in each year

2. THE Lessees hereby jointly and severally covenant with the Lessor in manner following that is to say :-

- (1) That the Lessees will during the term hereby granted pay the said yearly rent hereinbefore reserved and made payable at times and in manner at and in which the same are hereinbefore reserved and made payable without any deduction (except as aforesaid)
- (2) And also will from time to time and at all times during the said term pay and discharge all rates taxes duties charges assessments and outgoings whatsoever (whether parliamentary parochial local or of any other description)



which are now or may at any time hereafter be assessed charged or imposed upon or payable in respect of the water supply obtained by the Lessees hereunder or the rent hereby reserved or made payable or in respect of any main pipe or work maintained erected or made under or by virtue of these presents on the owners or occupiers in respect thereof the landlords property tax only excepted

(3) And will at all times during the said term keep in good and proper repair order and condition all mains pipes tanks and other works and conveniences now used or at any time made or erected for or in connection with the supply of water hereby demised as are situate in or upon the said lands coloured purple on the plan annexed hereto

(4) And further that the Lessees in the exercise of the powers aforesaid will do as little damage as may be to the said lands coloured green and edged pink on the said plan or the timber or other trees underwood crops or vegetation thereon and will make and give to the tenants or owner as the case may be of the said lands full compensation for any loss damage or inconvenience which they respectively shall or may incur or sustain by reason of any works or operations of the Lessees under the powers aforesaid such compensation in case the parties do not agree to be settled by arbitration pursuant to the Arbitration Acts 1889 to 1934 or any statutory modification or re-enactment thereof for the time being in force which shall be deemed to apply in the same manner as if the same had been herein incorporated with the necessary modifications (if any)

(5) And also that the Lessees after making any excavation or executing any of the works hereinbefore authorised will at their own expense as soon as conveniently may be restore the surface of the ground to the same state as it was in before such excavation or other works were made or executed so far as such surface shall not be required for the purposes aforesaid

3.

PROVIDED always and it is hereby agreed that if the said rent hereby reserved or made payable or any part thereof shall at any time be in arrear or unpaid for three calendar months after the same shall be payable whether the same shall have been legally or formally demanded or not or if the Lessees shall make default in observing or performing any of the covenants provisions or conditions herein contained and on their part to be observed and performed then and in any such case it shall be lawful for the Lessor although he may not have taken advantage of some previous default of a like nature by any instrument under his hand and seal duly notified to the Lessees to determine the several liberties licences powers and premises hereinbefore granted to the Lessees and thereupon this present Lease or grant and the liberties licences powers and premises hereinbefore granted and every clause and thing herein



contained shall absolutely cease and determine and become void but without prejudice to any right of action or remedy which shall have accrued to the Lessor in respect of any breach of any of the covenants or provisions herein contained

4. THE Lessor hereby covenants with the Lessees that the Lessees paying and rendering the rent hereby reserved and made payable and observing and performing all the covenants stipulations and conditions herein contained and on their part to be observed and performed shall quietly hold and enjoy the liberties licences and premises hereby granted for and during the term hereby granted without any interruption from or by the Lessor or any person rightfully claiming under or in trust for him

5. THE Lessor hereby acknowledges the right of the Lessees to production of a duplicate of the Conveyance and Lease mentioned in the Schedule hereto and to delivery of copies thereof and hereby undertakes with the Lessees for the safe custody thereof

IN WITNESS whereof the parties hereto have hereunto set their hands and seals the day and year first above written

THE SCHEDULE above referred to

PART 1.

CONVEYANCE on Sale of the land edged pink on the Plan annexed hereto with other lands dated the 29th day of July 1944 and made between George Reginald Stansfeld the Right Honourable Donough Edward Foster Baron Inchiquin and Ronald Arthur Charteris Foster (Mortgagees) (1) The Honourable Pionn Lyles Maryons O'Brien and Marmaduke Capper Matthews (Vendors) (2) and T. H. Williams (Bewdley) Limited (Purchasers) (3)  
BASE of Water Supply to the Moor Park Settled Estates dated *Thirly first* day of *December* 1946 made between the Lessor of the first part the Right Honourable Sir Alan Frederick Lascelles Alexander Guy Hemsley and Henry Samuel Loebel of the second part and the Right Honourable Donough Edward Foster Baron Inchiquin of the third part

PART 2

EXCEPTING AND RESERVING to the Vendors and their successors in title and their tenants and servants and the owner or owners for the time being of the adjoining lands of the Vendors and also to the respective owner or owners for the time being of (1) Hanway Cottage and (11) Hanway Lodge (both shown on Plan Number 2 annexed hereto) and (111) of the neighbouring Moor Park Settled Estate the existing water supply from a point approximately marked " on the Plan Number 1 annexed hereto and also the right to maintain the Weir and

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Reservoir in connection with the said Water Supply and the existing pipe line leading therefrom in the lands hereby conveyed the position of which is near to the County boundary between the points marked C to D on the said plan Together with right of access thereto whenever necessary for all purposes of inspecting renewing repairing and cleansing the same any damage caused thereby to the surface of the said land to be made good by the person or persons making such inspection or doing such repairs or other work and the Purchaser and the persons claiming through him shall not at any time hereafter do anything to or tending to materially lessen or interfere with the supply of water to the Vendors and their successors in title and others as aforesaid.

SIGNED SEALED AND DELIVERED by the )

above named THE HONOURABLE PHAEDRIG

LUCIUS ALERCE O'BRIEN in the

presence of :-

*A. N. Pyngell, Manager, Debens Consolidated Mines Cape Coast Office,  
Klimgge, Namagualand,  
Cape Province, S. Africa.*

*P. D. A. Q. T. v. n.*



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DATED, 28<sup>th</sup> February 1949

THE HONOURABLE P.M.A. O'BRIEN

to

THE HONOURABLE C.E.C. O'BRIEN and

THE HONOURABLE P.L.L.M.E. O'BRIEN

L E A S E

of

Water Supply for Hanway Lodge, and  
Hanway Cottage, Richards Castle, in  
the County of Salop.







